

**AGREEMENT REGARDING THE USE OF THE PITT COUNTY  
SHERIFF'S OFFICE DETENTION CENTER FOR A RESTORATION TO CAPACITY  
PILOT PROGRAM FOR INDIVIDUALS FOUND INCAPABLE TO PROCEED TO  
TRIAL**

**THIS AGREEMENT** is entered into as of the date of the last signature executed below by the Pitt County Sheriff's Office, with its principal place of business at 100 New Hope Road, Greenville, NC 27858 ("Sheriff's Office" or "PCSO"), and Wellpath Recovery Solutions, LLC (hereinafter referred to as "RS"), with its principal place of business at 3340 Perimeter Hill Drive, Nashville, TN 37211. Hereafter, the Sheriff's Office and RS may from time to time singularly be referred to as a "Party" and collectively be referred to as the "Parties."

**RECITALS**

**WHEREAS**, by letter dated March 25, 2024, and amended on November 25, 2024, the State of North Carolina, Department of Health and Human Services ("DHHS"), Division of State Operated Health Care Facilities ("DSOHF") awarded Wellpath Recovery Solutions, LLC RFP #30-24017 (the "RFP") for Detention Center Capacity Restoration Program services for the State of North Carolina

**WHEREAS**, the mutually accepted contract and RS associated with RFP #30-24017 (attached hereto and incorporated herein as **Attachment A**) has an effective date of November 25, 2024, with an initial term of two (2) years through March 31, 2026: DHHS and PCSO may jointly decide to renew the contract for one (1) additional one (1) year period, for a total of three (3) Years.

**WHEREAS**, a purpose of the accepted RFP was to solicit proposals for one of three planned Detention Center Capacity Restoration Program ("DCCRP Pilot Program" or "Program") pilot programs that demonstrate innovative approaches to working with persons adjudicated to be incapable to proceed to trial ("ITP") by the court;

**WHEREAS**, inclusive of DCCRP's capacity restoration services ("CR services") the Pilot Program's other services include psychiatry, counseling, substance abuse treatment, and targeted case management services;

**WHEREAS**, to better serve afflicted individuals (vis-à-vis the expansion of the full continuum of CR services), there is a need within the state to expand the number of locations providing CR services beyond the three-state operated psychiatric hospitals ("SPH") because certain populations are better served outside of SPHs (e.g., persons who have a mental illness but do not meet hospital

commitment criteria);

**WHEREAS**, the DCCRP Pilot Program will serve detainees referred by the court for CR services;

**WHEREAS**, RS will work closely with DHHS staff to develop a program compatible with the SPH's current restoration to capacity curriculum;

**WHEREAS**, RS will modify types, frequency, and intensity of CR services based on individual client needs;

**WHEREAS**, the Sheriff's Office, is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Pitt County Detention Center (hereinafter, Detention Center, located at 124 New Hope Dr, Greenville, NC 27834; and Wellpath), as the contract medical care provider for Detention Center, is charged with the provision, arrangement, and administration of quality health care services to Detention Center Residents in accordance with Wellpath and the Sheriff's Office<sup>2</sup>, as amended; and

**WHEREAS**, RS hereby represents to PCSO, as it has previously represented to DHHS, that RS is a proven provider of CR services and is ready to work in concert with DHHS and the Sheriff's Office to provide the services highlighted above, and more particularly described herein and in the Contract;

**NOW, THEREFORE**, the Parties enter into this Agreement upon the following terms and conditions:

**1. THE PARTIES ACKNOWLEDGE AND AGREE THAT INDIVIDUALS PLACED IN AND SERVED BY THE DCCRP PILOT PROGRAM ("PROGRAM PARTICIPANTS") SHALL AT ALL TIMES REMAIN IN THE PHYSICAL CUSTODY OF THE PCSO UNLESS OTHERWISE RELEASED FROM THE PROGRAM BY COURT ORDER OR THE AUTHORITY GRANTED IN THE PITT COUNTY SHERIFF; JURISDICTION OVER PROGRAM PARTICIPANTS LEGAL CASES SHALL REMAIN WITH THE COURTS OF NORTH CAROLINA, WITHIN THE VENUE ORIGINALLY ESTABLISHED IN THE CRIMINAL MATTER.**

**2. DUTIES OF THE SHERIFF'S OFFICE. THE FOLLOWING ARE THE DUTIES AND RESPONSIBILITIES OF THE SHERIFF 'S OFFICE WITH RESPECT TO THE PROGRAM:**

- a. House up to ten (10) Program Participants within the Detention Center and provide designated space for programming services (the “Program Area” as illustrated on the floor plan appended hereto as well as the “Office Area”) as **Attachment B**, omitted as a public record for safety purposes) which is incorporated herein by this reference).
- b. Assign one (1) detention officer that has completed the requirements for and is certified as a Correctional Behavioral Health Certified Professional – Correctional Officer (CBHC-CO) from the American Correctional Academy (ACA) to provide security for RS staff within the Program Area during these time periods, Monday through Friday, 8:00 am-5:00pm, when competency restoration treatment programming and services are being provided by RS to Program Participants (“Treatment Hours”), up to a maximum of five (5) hours per day for each day of a five (5) days week. The cost of said training shall be paid by RS.
- c. Provide a Sheriff’s Office designee to serve as a representative for the Program stakeholder meetings conducted at the Detention Center.
- d. Provide orientation and instruction to RS staff assigned to the Program in all relevant security and detention policies of the Sheriff’s Office, including policies on the Prison Rape Elimination Act (PREA), so that RS staff will at all times operate within the Detention Center consistently with those policies.
- e. Sheriff’s Office, per written authorization of Wellpath Medical Provider, or the Jail Medical Provider assigned at that time, shall provide RS with access to the Detention Center’s electronic health record system (ERMA) to the extent necessary to operate the Pilot Program; Additionally, Sheriff’s Office shall provide RS with access to its Offender Management System (“OMS”). The EHR and OMS systems are critical to the operational success of the Pilot Program.
- f. Provide RS staff reasonable office space within the Detention Center as more particularly defined on **Attachment B**. The Sheriff’s Office shall also provide telephone equipment and services (excepting international calling service), utilities, and internet access within the office space as reasonably necessary for RS to perform its duties under the Program. Any additional expense to get network access to the designated office space will be the responsibility of RS.

- g. Provide RS with a designated contact person and an additional back-up person that RS can reach twenty-four (24) hours per day, seven (7) days per week for emergencies and other immediate communications. The Sheriff's Office will provide individuals who have the authority to act when safety, security, operational order, or other circumstance attendant to such requires immediate action.
- h. In the event a Program Participant is transported off-site for a medical or other health-related reason, the Sheriff's Office shall provide a detention officer for security at such off-site location. Unless the Program Participant is a resident of another county in which case, the County of residence will be required to provide said security.
- i. To the extent provided by the existing Wellpath Jail Medical Contract, or future Jail Medical Providers, the Sheriff's Office approves Wellpath (or the assigned Jail Medical Provider at that time) to provide a qualified health care professional to assist with medication administration to Program Participants, inclusive of psychotropic medications, as directed by and pursuant to the order of the RS or Wellpath medical personnel, their qualified agents, or qualified subcontractors.
- j. Except as may be limited in particular instances under an individual's treatment plan, provide Program Participants with standard items, services, and supplies as may be customarily provided to non-Program residents at the Detention Center. This shall include, but not be limited to, meals, basic hygiene items, bedding, uniforms and to the extent provided to non-Program residents, writing materials, resident programs and services, medical sick call, basic dental, and basic eye care as described and provided for in the Resident Handbook, which may be changed from time to time in the sole discretion of the Sheriff's Office. Programs, supplies, or services requested by RS beyond those customarily provided to non-Program residents shall only be provided at RS's expense and shall be subject to prior review and approval for safety and security purposes by the Sheriff's Office.
- k. Provide reasonable meeting space for therapeutic or other treatment sessions with Program Participants (as more particularly defined and illustrated on **Attachment B**).
- l. Provide preliminary medical and dental screening of Program Participants upon their admission into the Detention Center and an initial history and physical examination within the 14-day health assessment as required by the National Commission on Correctional Healthcare (NCCHC), or as

required by the Contract, whichever is the earlier to occur.

- m. Program Participants shall have access and be subject to the same grievance process and procedures as are available to non-Program residents with regard to complaints or questions pertaining to the conduct of or services provided by the detention officers or other personnel provided by the Sheriff's Office to serve the Program. Complaints or questions pertaining to the conduct or services provided to Program Participants by RS or its employees or subcontractors shall be processed and addressed through the same grievance process and procedures for non-Program residents.

**3. DUTIES OF RS. IN ADDITION TO ALL RS RESPONSIBILITIES SET FORTH IN THE CONTRACT, THE FOLLOWING ARE DUTIES AND RESPONSIBILITIES OF RS WITH RESPECT TO THE PROGRAM:**

- a. Compensate and timely pay to the Sheriff's Office a minimum fee of \$180.00 per day for each Program Participant housed in the Detention Center upon receipt of the first patient for the Program. The full per day fee shall be owed and paid for each day, or part of a day, a Program Participant is within the Detention Center.

Notwithstanding Section 3.a. above, RS shall compensate and timely pay the Sheriff's Office for a minimum of the annual per diem rate for five (5) Base Beds regardless of program census (i.e., number of beds occupied) after admission of the first participant. The Sheriff's Office will be paid the total monthly and annual per diem rate for the Reimbursed Beds per the actual utilization rate up to five (5) additional beds.

- b. Provide and/or timely pay for all furniture, fixtures and equipment needed for RS's office space at the Detention Center, except as otherwise expressly provided for herein.
- c. Adhere to all American Correctional Association (ACA) and National Commission on Correctional Health Care (NCCHC) accreditation standards, and all applicable Sheriff's Office policies and procedures.
- d. Comply with all applicable laws and regulations applicable to the Program.

- e. Incorporated herein is **Attachment C**, the Memorandum of Understanding, with the current medical provider, Wellpath, to specifically outline roles and responsibilities of each entity in performance of their respective contractual obligations specifically with regard to patients housed at the Detention Center. Since this directly affects medical services to Detention Center, the Sheriff's Office must approve this MOU in writing and no changes to the MOU can be made without the prior written approval of the Sheriff's Office.
- f. Provide the Sheriff's Office with a designated contact person and an additional back up person that the Sheriff's Office can reach twenty-four (24) hours per day, seven (7) days per week for emergencies and other immediate Program communications.

Timely provide Sheriff's Office personnel assigned to the Program or Program Area in-service targeted behavioral health, crisis intervention and verbal defense training as RS and the Sheriff's Office deems necessary or advantageous for the efficient operation of the Program.

- g. Provide all auxiliary aids and services, inclusive of translator services, as may be necessary or appropriate under the Americans with Disabilities Act (ADA) or other laws to serve the needs of any disabled Program Participant.
- h. RS shall schedule and coordinate with the DHHS and/or any other third-party agency or jurisdiction regarding the admission and discharge of all Program Participants into or out of the Program in Detention Center and keep the Sheriff's Office timely informed thereof. The admission or discharge of any Program Participant from the Program shall occur only during Treatment Hours. Only the courts can order the discharge of a Program Participant from Detention Center custody. PCSO shall have final and sole discretion regarding the admission and discharge of any and all program participants.
- i. In addition to all responsibilities assumed by RS, RS shall promptly complete a suicide risk/self-harm assessment and establish a plan of care for each Program Participant upon his admission to the Detention Center and to implement, supervise, appropriately reassess, and monitor all health care plans attendant to a Program Participant.
- j. RS's Program psychiatrist or other assigned medical doctor shall be the primary attending physician for mental health needs for all Program Participants in consultation with the Detention Center's medical staff, inclusive of medication. The Detention Center's medical staff shall oversee the

general physical health needs for Program Participants, inclusive of diet regimens. RS will provide 24-hour on-call coverage, including weekends and holidays, to be able to provide treatment plan supervision and verbal orders to on-site nursing and other staff with respect to the mental health of Program Participants. RS doctor(s) or employees must be available for consultation 24-7 in exigent circumstances, in addition to being on call.

- k. To the extent RS physically alters or remodels any area within Program Area or Detention Center, RS shall, to the satisfaction of the Sheriff's Office, and at its request, restore the same to its original condition at or prior to the termination of its use and/or the term of the Agreement. However, no material physical alteration, remodels, or change in functions of the Program Area will be made without the prior written consent of the Sheriff's Office. All such changes shall be made at the expense of RS. All vendors used for such services must be pre- screened by the Sheriff's Office.
- l. Develop a cross training module for new Wellpath medical staff nurses and RS nurses to facilitate understanding and appreciation of roles and responsibilities and to promote and ensure communication and quality nursing services.

Nothing herein shall require PCSO to provide testing and/or vaccinations beyond what is legally required for Detention Center.

#### **4. COLLECTIVE DUTIES OF RS, AND SHERIFF TO BE FULFILLED.**

The Sheriff's Office and RS shall work together to operate the DCCRP pilot program including any County testing and vaccination, and other protocols related to infectious disease prevention and control; such testing, vaccination and other protocols related to disease prevention and control shall fulfilled through the continued implementation of applicable Sheriff's Office/Detention Center policies.

**4.1. Term and Termination.** This Agreement shall begin on upon the first referral/transfer of a detainee for inpatient restoration of capacity to the CR unit by court order of a judicial official; additionally, this Agreement shall be coterminous with the RFP referenced in the recitals above. Either party shall have the right to terminate this contract, without cause, with sixty days' notice in writing to the other party.

**4.2.** RS or the Sheriff's Office, as applicable, will provide notice to DHHS of the intent to cancel the contract and any known material breach by either Party to the agreement within twenty-four (24) hours of such notice being provided to the breaching entity and will keep DHHS informed promptly of the proposed resolution of any material dispute relating to the agreement. DHHS or RS, as applicable, shall provide the Sheriff's Office written notice of any material breach by either Party to their Contract (#30-24017) within twenty-four (24) hours of such notice being provided to the breaching entity and will keep the Sheriff's Office informed promptly of the proposed resolution

for any material dispute relating to that contract.

**4.3. Post-Termination Transition and Notification.** In the event the Agreement is terminated by either the RS or the Sheriff's Office for any reason prior to the termination of the Contract, all Parties shall cooperate with each other in good faith and in compliance with all applicable laws, regulations, and professional standards to ensure the transition of individuals served under the Agreement to an appropriate setting for their custody and care.

## **5. REVOCABLE LICENSE**

RS is hereby granted a non-exclusive revocable license to access and use the Program Area 24-hours per day, seven days per week, subject to the Sheriff's Office security policies and directives and the terms and conditions of this Agreement. The Sheriff's Office shall furnish RS Program personnel access card and photo identification as necessary to accommodate RS's access to the Detention Center and Program Area. RS personnel will be required to wear identification badges provided by the Sheriff's Office while on Detention Center property. All RS personnel and/or subcontractors shall be subject to a background security check by the Sheriff before access to the Detention Center is permitted. Persons found by Sheriff's Office within its sole discretion, to be an unacceptable security risk shall be denied access to the Detention Center. Upon the termination of this Agreement, the access license granted herein shall automatically terminate and all access cards, photo identification, and any other access materials that may have been provided RS personnel shall be promptly returned to the Sheriff's Office. No leasehold tenancy of any kind is created by this Agreement.

## **6. SECURITY**

The Sheriff's Office shall at all times retain the ability and discretion to take those security measures deemed necessary or desirable to maintain safety, security and order in the Detention Center including Program Area, including, without limitation, to lock down or impose disciplinary action against Program Participants. Lock downs or other disciplinary measures taken with respect to any Program Participant outside of Treatment Hours shall be reported to RS personnel at the earliest reasonable opportunity. In the event that the Sheriff's Office determines a Program Participant presents an undue safety or security risk to the Detention Center or its personnel, RS shall request the prompt transfer of the individual from the Program.

## **7. PROGRAM PARTICIPANT CHARGES.**

The Sheriff's Office may assess the customary fees against Program Participants in the same manner and amounts as charged other residents in the Detention Center.

## **8. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTORS**



All parties hereto, as well as Wellpath in its performance of its contractual obligations to the Sheriff's Office to provide general health care services to Detention Center, shall act in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another in the performance of this Agreement, as specifically set forth herein. The employees, subcontractors, or agents of one party shall not be deemed or construed to be the employees, subcontractors, or agents of any other party for any purpose whatsoever. Except to the extent specifically set forth herein, no party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of any other party. Each party shall be responsible for providing all necessary unemployment and workers' compensation insurance for their respective employees.

## **9. INSURANCE COVERAGE.**

Throughout the term of this Agreement, RS and any of its subcontractors will comply with the insurance requirements described in this section. RS shall also provide any other insurance specifically recommended in writing by Pitt County Risk Management. If RS fails to maintain required insurance, the Sheriff's Office shall be entitled to terminate or suspend this Agreement immediately.

**9.1** RS further agrees to purchase and maintain during the life of this Agreement with an insurance company acceptable to the Sheriff's Office authorized to do business in the State of North Carolina, the following insurance:

- a. Automobile Liability: Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit each occurrence for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.
- b. Commercial General Liability: Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including Coverage for bodily injury, property damage, products and completed operations, and personal/advertising injury liability.
- c. Workers Compensation: To the extent required by law, RS shall purchase Workers Compensation Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, or such other amounts as may be required from time to time by applicable state and federal law. RS acknowledges that RS is not an employee of Pitt County or the Pitt County Sheriff's Office and therefore, is not entitled to workers' compensation coverage through either of the above-named entities.
- d. Professional Errors and Omissions: Insurance with a limit of not less than \$3,000,000 per claim, \$3,000,000 aggregate as shall protect RS and the RS's employees or

contractors for negligent acts, errors, or omissions in performing the professional services under this Agreement for the duration of the Agreement and for an additional three (3) years beyond the completion of the services under this Agreement.

- e. Health Insurance Portability and Accountability Act: RS agrees that, if the Sheriff's Office determines that some or all of the activities within the scope of this Agreement are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), and its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Sheriff's Office requires to ensure compliance.
- f. Network Security and Privacy Liability: Insurance to protect RS and its employees from claims including, but not limited to the failure: (1) to provide adequate electronic security to safeguard against intrusion or breach; or (2) to protect private information obtained by the Sheriff's Office and RS. This policy shall provide combined single limit each occurrence/aggregate of \$1,000,000.
- g. Contractor shall procure and maintain, or cause to be procured and maintained, a Cyber liability insurance policy covering claims, causes of actions, actions, losses, liabilities, damages and expenses arising out of, caused by or the negligence or otherwise wrongful acts of the Contractor. Such policy shall provide coverage for disclosures and/or breaches of County data arising out of or relating to Contractor's services. Policy shall also include coverage for the costs associated with restoring lost or damaged County data, sending breach notifications to affected individuals, public relations expenses, fines and penalties. Coverage limits shall be no less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) per aggregate. Such insurance shall be maintained in force at all times during the term of the Contract.

**9.2** Pitt County and the Pitt County Sheriff's Office shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this Agreement.

**9.3** Pitt County and the Sheriff's Office shall be a designated additional insured under the above auto liability policy

**9.4** RS shall not commence any work in connection with this Agreement until it has obtained all the types of insurance set forth in this section and furnished the Sheriff's Office

with proof of insurance coverage by certificates of insurance accompanying the Agreement. RS shall be responsible for notifying the Sheriff's Office of any material changes (including renewals) to or cancellation of the insurance coverages required above. Notice to the Sheriff's Office must be completed in writing within thirty (30) days of the changes.

**9.5** RS shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.

**9.6** All insurance policies shall be written by insurers qualified to do business in the State of North Carolina and with a current A.M. Best's rating of A-VII or better. (A carrier with a lesser rating may be acceptable with the approval of Risk Management). If any of the coverage conditions are met by a program of self-insurance, RS must submit evidence of the right to self-insure as provided by RS's domiciled State.

**9.7** Pitt County and the Sheriff's Office shall be exempt from, and in no way liable for any sums of money that may represent a deductible of self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the RS and/or subcontractor.

**9.8** RS's (including subcontractors of every tier) insurance shall be primary of any self-funding and/or insurance otherwise carried by Pitt County or the Sheriff's Office for all loss or damages arising from the RS's operations under this agreement. The RS and each of its subcontractors shall and does waive all rights of subrogation against Pitt County and the Sheriff's Office for each of the indemnities.

**9.9 Indemnification and Hold Harmless**

RS shall indemnify and hold harmless the Sheriff's Office and their respective employees, representatives, officers, agents and contractors, against all demands, claims, lawsuits, liabilities, injuries (including death), damages, losses, costs and expenses (including without limitation, attorneys' and related fees and expenses and court costs), damages to any property (real or personal) and judgments whatsoever, caused by or based upon or arising out of or in any way attributable to RS, its employees, contractors, subcontractors, representatives or agents and their alleged acts, conduct, misconduct or omissions in the performance or non-performance of work under this Agreement unless such are due solely, exclusively and directly to the gross negligence or willful misconduct of the Sheriff's Office. RS shall defend promptly all such demands, claims, and causes of action and shall pay all Sheriff's Office attorneys' fees, court costs, and all other related costs of resisting or

defending against such demands, claims, causes of action, etc. as they are incurred by the Sheriff's Office in the original action and on appeal at any level. In the event the Sheriff's Office must bring a lawsuit or other action against RS to enforce this indemnity and the Sheriff's Office prevails at any level in such lawsuit or other action, RS shall pay the attorneys' fees, all related costs, and all court costs, as well as any other fees and expenses incurred by the Sheriff's Office at any and every appeal level. In any action hereunder, the Sheriff's Office shall be entitled to select counsel of its own choosing to defend the Sheriff's Office or to prosecute on its behalf. The terms and conditions of this indemnity shall survive termination of this or any other agreement between Wellpath Jail Medical, RS, DHHS and/or the Sheriff's Office.

The Sheriff's Office agrees to indemnify and hold harmless RS, its officials, agents, employees from and against any and all claims, actions, lawsuits, damages, judgments, or liabilities when caused directly, solely, and exclusively by any act, conduct, misconduct or omission of the Sheriff's Office or their respective agents, employees, or independent contractors that constitutes gross negligence or willful misconduct.

Should the Parties disagree as to the other's obligation to indemnify, or as to the apportionment of fault between the Parties, the Parties' executive leadership shall meet and negotiate, in good faith, the resolution of any such disagreement. Should the Parties be unable to resolve the disagreement through negotiation, the Parties shall retain a mutually agreeable third-party mediator, who shall attempt to resolve the disagreement through mediation. In the event the disagreement cannot be resolved through mediation, the provisions of paragraph 16 shall apply.

**9.10 HIPAA Compliance.** RS and the Sheriff's Office and their respective employees, agents, contractors, and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to their respective obligations provided under this Agreement.

## **10. INVOICES**

The Sheriff's Office shall invoice RS monthly for all amounts due and owing under this Agreement. RS shall provide payment within thirty (30) days of the receipt of an invoice from the Sheriff's Office.

**11. NOTICES**

Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses unless otherwise specifically advised:

Notices to the Sheriff shall  
be sent to:

Pitt County Sheriff's  
Office/Detention Center  
Attn: Wanda Joyner  
124 New Hope Road,  
Greenville, NC 27834

Notices to Wellpath Recovery  
Solutions, LLC shall be sent to:

Wellpath  
  
Attn: Wellpath President  
3340 Perimeter Hill Drive,  
Nashville, TN 37211

Copy to:  
Pitt County Sheriff's Office Attorney  
Attn: Attorney Julia Petrasso  
100 New Hope Road,  
Greenville, NC 27834

**12. ATTORNEY FEES AND LITIGATIONS COSTS**

If any legal action is instituted by a Party to enforce its rights hereunder, each Party shall bear its own costs and attorney fees, regardless of who is the prevailing Party. However, this paragraph shall not apply to those litigation costs and attorney fees arising from a third-party legal action against the County and/or the Sheriff and payable under Section 9.9 (Indemnification and Hold Harmless). All representations and indemnifications set forth in this Agreement shall survive the termination of the Agreement.

**13. ASSIGNABILITY**

This Agreement is not assignable in whole or in part without the prior written consent of the Parties.

14. **CHOICE OF LAW/VENUE/INTERPRETATION**

For resolution of any dispute hereunder that cannot be resolved amicably between the Parties, this Agreement shall be governed by the laws of the State of North Carolina. Venue for any action or claim brought by either Party against the other to enforce or interpret its terms or the performance of the Parties hereunder shall be solely in the appropriate courts of North Carolina. RS hereby submits to the sole and exclusive jurisdiction of the courts in Pitt County, NC without application of any conflicts of law's provisions for any jurisdiction. The rule that ambiguities in an agreement are to be construed against the drafting party shall not apply to this Agreement.

15. **THIRD PARTY BENEFICIARIES**

The enforcement of this Agreement shall be strictly reserved to the Parties hereto and nothing herein shall give or allow any claim or right of action by a third-party.

16. **COMPLETE AGREEMENT**


This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the Parties, whether written or oral; and there are no representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein or in writing signed by the Parties. Should there be any discrepancy or conflict between the terms of this Agreement and the Attachments, the terms of this Agreement shall control. No supplemental modification or waiver of this Agreement shall be binding unless executed in writing by authorized representatives of the Parties. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the Parties that the remaining portions of this Agreement shall remain in full force and effect.

This document has been reviewed and final approval has been given by Pitt County Manager.

County Manager - Pitt County

PITT COUNTY SHERIFF'S OFFICE

WELLPATH, RECOVERY SOLUTIONS, LLC

  
Paula S. Dance  
Sheriff

\_\_\_\_\_  
Jeremy Barr  
Division President

Date: 1-14-2025

Date: \_\_\_\_\_

APPROVED AS TO FORM

  
County Attorney

14  
"This instrument has been procured in the manner required by the Local Government Budget and Fiscal Control Act."

  
Finance Officer